

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacobs Entertainment, Inc.		10/29/2012	CORPORATION: DELAWARE
Colonial Downs, LLC		10/29/2012	LIMITED LIABILITY COMPANY: VIRGINIA
Colonial Downs, LP		10/29/2012	LIMITED PARTNERSHIP: VIRGINIA
Colonial Holdings, Inc.		10/29/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Island Branch		
Street Address:	One Madison Avenue, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3477960	CASH MAGIC REWARDS	
Registration Number:	2903761	CASH MAGIC	
Registration Number:	3096002	CASH MAGIC	
Registration Number:	3213469	E-SUPERSPIN	
Registration Number:	3810265	GILPIN'S GOT IT	
Registration Number:	3297235	MAGIC CASH	
Registration Number:	3403567	PENNIES & POKER	
Registration Number:	3255639	SUPER SPIN	
Registration Number:	3213468	SWIPE & DINE	
Registration Number:	3312387	WINNERS CLUB	

Registration Number:	1729987	GOLD DUST
Registration Number:	3488467	YOUR HOUSE FULL OF FRIENDS
Registration Number:	4141063	EZ HORSEPLAY
Registration Number:	4141062	EZ HORSEPLAY
Registration Number:	3120410	VIRGINIA DERBY
Registration Number:	2197807	COLONIAL DOWNS
Registration Number:	2347738	
Registration Number:	3210294	COLONIAL DOWNS PHONEBET
Registration Number:	3269188	GRAND SLAM OF GRASS
Registration Number:	3313619	THE RICHEST GRAND SLAM IN SPORTS

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	461929-10
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/18/2012

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Jacobs Entertainment, Inc.
2. Colonial Downs, LLC
3. Colonial Downs, LP
4. Colonial Holdings, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. DE Corp. 2. VA LLC 3. VA LP 4. VA Corp.

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 29, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Island Branch

Street Address: One Madison Avenue, 2nd Floor

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew D. Hale

Internal Address: _____

Street Address: c/o Cahill Gordon Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 314-5857

Docket Number: _____

Email Address: ahale@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Andrew D. Hale

Name of Person Signing

December 17, 2012

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004921 FRAME: 0327

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of October 29, 2012 among Jacobs Entertainment, Inc., a Delaware corporation, Colonial Downs, LLC, a Virginia limited liability company, Colonial Downs, L.P., a Virginia limited partnership, and Colonial Holdings, Inc., a Virginia corporation (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the “Second Lien Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second lien on and security interest in the Pledged Collateral and such lien and security interest and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between

the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Obligations, this Second Lien Trademark Security Agreement shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form as may be necessary or proper to release the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PLEDGORS:

JACOBS ENTERTAINMENT, INC.

By: 

Stephen R. Roark
President

Ian M. Stewart, signing on behalf of the
entities listed below in the capacity listed
next to each respective entity:

COLONIAL HOLDINGS, INC., as its President
and CFO

COLONIAL DOWNS, L.P., by Stansley Racing
Corp., its General Partner, as its President and CFO

COLONIAL DOWNS, LLC, by Colonial Holdings,
Inc., its Sole Manager, as its President and CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name:
Title:

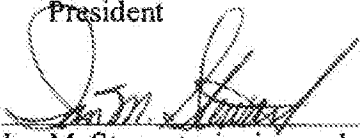
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PLEDGORS:

JACOBS ENTERTAINMENT, INC.

By: _____
Stephen R. Roark
President



Ian M. Stewart, signing on behalf of the
entities listed below in the capacity listed
next to each respective entity:

COLONIAL HOLDINGS, INC., as its President
and CFO

COLONIAL DOWNS, L.P., by Stansley Racing
Corp., its General Partner, as its President and CFO

COLONIAL DOWNS, LLC, by Colonial Holdings,
Inc., its Sole Manager, as its President and CFO

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____
Name:
Title:

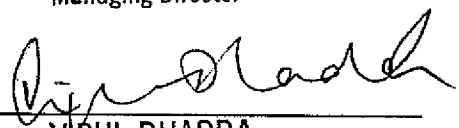
Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____


Name: John D. Toronto
Title: Managing Director

By: _____


Name: VIPUL DHADDA
Title: ASSOCIATE

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004921 FRAME: 0332

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	SERIAL NUMBER	TRADEMARK/ SERVICE MARK
Jacobs Entertainment, Inc.	3477960	78593493	Cash Magic Rewards
Jacobs Entertainment, Inc.	2903761	76504469	Cash Magic
Jacobs Entertainment, Inc.	3096002	76504468	Cash Magic
Jacobs Entertainment, Inc.	3213469	78887198	e-Superspin
Jacobs Entertainment, Inc.	3810265	77865278	Gilpin's Got It
Jacobs Entertainment, Inc.	3297235	78593514	Magic Cash
Jacobs Entertainment, Inc.	3403567	78947626	Pennies & Poker
Jacobs Entertainment, Inc.	3255639	78887169	Super Spin
Jacobs Entertainment, Inc.	3213468	78887138	Swipe & Dine
Jacobs Entertainment, Inc.	3312387	78919966	Winners Club
Jacobs Entertainment, Inc.	1729987	74253685	Gold Dust
Jacobs Entertainment, Inc.	3488467	77378936	Your House Full of Friends
Colonial Downs LLC	4141063	85210027	EZ Horseplay
Colonial Downs LLC	4141062	85209987	EZ Horseplay
Colonial Downs, L.P.	3120410	78687464	Virginia Derby
Colonial Downs, L.P.	2197807	75333651	Colonial Downs
Colonial Downs, L.P.	2347738	75979101	Miscellaneous Design
Colonial Downs, L.P.	3210294	78656899	Colonial Downs Phonebet
Colonial Holdings, Inc.	3269188	78493810	Grand Slam of Grass
Colonial Holdings, Inc.	3313619	78597907	The Richest Grand Slam in Sports